

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER ESD7532KAnde120225**

Between

**IOWA DEPARTMENT OF NATURAL RESOURCES
And
CONTRACTOR NAME**

This Contract was approved by the Environmental Protection Commission on February 21, 2011

IN WITNESS THEREOF, the parties hereto have entered into this Contract on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____
Chuck Gipp
Deputy Director

Date: _____

CONTRACTOR

By: _____
Contractor Name
Contractor Signatory, Title

Date: _____

For DNR use only:

Instructions: Retain the original contract in the project file and send a hardcopy with the first invoice.

☐ This contract has been recorded in the DNR's central office database. _____ initials

If the box above is not checked, follow the instructions below:

1. Identify the appropriate division:

- ☐ Conservation & Recreation ☐ Environmental Services
☐ Management Services ☐ Director's Office

Immediately upon obtaining all signatures, scan, fax to 515-281-8895, or mail a signed copy of the contract for entry into DNR's central office database. Mailing address: Wallace State Office Building, Attention: (your respective division coordinator), 502 East 9th Street, Des Moines, Iowa 50319.

PROFESSIONAL SERVICES SPECIAL CONDITIONS

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and [Contractor Name](#) (Contractor). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

[Contractor](#), a [Contractor Legal Entity Type](#) is organized under the laws of the State of [State of Organization](#) and is registered with the Iowa Secretary of State. The Contractor's address is: [Contractor Address](#).

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager:	Tammy Vander Bloemen DNR Project Manager Land Quality Bureau/Underground Storage Tank Section Iowa Department of Natural Resources 502 East 9th Street Des Moines, Iowa 50313-0034 Phone: 515.281.8957 Fax: 515.281.8895 Email: Tammy.Vander_Bloemen@dnr.iowa.gov
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Contractor Project Manager:	Contractor Project Manager Name Contractor Project Manager Title Contractor Project Manager Address Phone: Contractor Project Manager Phone Fax: Contractor Project Manager Fax Email: Contractor Project Manager Email
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Section 2 STATEMENT OF PURPOSE

2.1 Background. The Iowa Department of Natural Resources (DNR), in partnership with the US Environmental Protection Agency (EPA), is contracting with Contractor to provide the services necessary to complete the objectives of the LUST Trust Fund Project (Project). The DNR has identified a group of Leaking Underground Storage Tank (LUST) sites located in Iowa where permanent UST closure, soil excavation, longer term remediation, monitoring or other site cleanup activities are desirable or where site assessment is necessary to assign a risk classification and determine what further corrective action is necessary to classify the site as No Action Required (NAR) under application of DNR rules, 567—Chapter 135 (455B) of the Iowa Administrative Code. The current owner of the property may be unable or unwilling to complete UST closure, corrective action, environmental assessment or other site cleanup related activities due to the costs. The owner/operator of the USTs or other responsible party may also be unknown or unavailable. The Project and will be funded through a federal grant, provided by the EPA with an emphasis to be placed on monitoring activities.

2.2 Purpose. The purpose of this Contract is to provide the services necessary to complete the objectives of the LUST Trust Fund Project. Services that will be required are to develop site specific plans and perform site cleanup activities at sites selected by and assigned to the Contractor by the DNR and then implementing the planned activities necessary to move LUST

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sites to a “no further action” site classification (NFA). Activities may include permanent closure of USTs as part of corrective action, Tier 1, Tier 2 and Tier 3 site assessments, DNR approved soil excavations, free product removal, longer term remediation design and implementation, monitoring and other site cleanup related activities.

Section 3 DURATION OF CONTRACT

3.1 Term of Contract. The term of this Contract shall be **February 23, 2012** through **February 22, 2013** unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00, then performance shall not commence unless by February 23, 2012 this Contract has been approved by the Environmental Protection Commission.

3.3 Extension. DNR shall have the sole option to extend this Contract for subsequent one year periods, adding up to no more than six years total from the beginning date of the Original Contract, by executing a signed amendment prior to the expiration of this Contract or any subsequent contract amendment. The purpose of the five (5) potential one-year extensions is to utilize additional federal EPA LUST Trust funds should such funds be granted to the DNR for corrective action at approved LUST sites.

Section 4 DEFINITIONS

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include everything produced by the Contractor that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Contract.

Section 5 STATEMENT OF WORK

5.1 Statement of Work. Contractor shall perform the tasks listed below. The tasks to be performed must be supervised by an Iowa Certified Groundwater Professional. Contractor shall comply with applicable DNR rules in chapter 567 Iowa Administrative Code (IAC) 135. Contractor shall utilize proper analytical methods and certified laboratories. Contractor shall also comply with all applicable DNR software, guidance documents, forms, RBCA updates and web postings.

A hard copy of all plans, reports, or other written deliverables must be submitted to DNR even if an electronic copy is submitted. All deliverables containing analytical data must include a diskette or electronic file of the required excel spreadsheets for oxygenates MTBE, 1,2-DCA, and EDB. A copy of the required spreadsheet format is included in Attachments I, J and K.

Contractor shall perform the following tasks. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Develop Site Specific Work Plans, Schedules, and Budgets for LUST Cleanup Activities/Site Safety Description: Upon submittal of the signed contract, the Contractor shall prepare site specific work plans, schedules, and budgets for LUST cleanup work	No later than 30 days after project assignment by DNR

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<p>activities to be conducted at each site selected by and assigned to the Contractors by the DNR.</p> <p>The Contractor shall provide DNR with a schedule of events which includes the dates the expected events are to occur during the course of the project. Time extensions must receive prior approval from DNR. Good faith efforts will be considered when granting extensions. Adherence to scheduled start-up duties for individual tasks and early detection of potential delays will be considered when determining good faith efforts. Liquidated damages of \$250 per day shall be assessed beyond the original or extended deadline until all tasks are completed. The liquidated damages approximate the reasonable amount of damages to the LUST Trust Fund Project anticipated by DNR for delays in not completing the required work on time.</p> <p>The site specific work plans and budgets should include a brief summary description of work activities to be completed, a schedule for the completion of site specific work activities, and the associated costs. These site specific plans may include permanent tank/piping closure activities, Tier 1, Tier 2 and Tier 3 assessment reports, soil excavation, free product removal, longer term remediation, receptor removal or replacement, site monitoring and other site cleanup related activities. Suggested records to review in preparation of the site specific LUST cleanup activity plans are DNR tank records, state and local fire marshal records, Sanborn maps, air photos, city directories and other historical records. For sites where activities were completed under the previous LUST ARRA project, the Contractor should also review closely the RFP Site List, the most recent report submitted to DNR and any associated DNR correspondence, as well as the latest DNR approved monitoring plan.</p> <p>The Contractor firm shall be responsible for obtaining separate site Right of Entry and Indemnity Agreements from each property owner where the LUST cleanup activities will be performed. These agreements must be in place before intrusive site activities are initiated.</p> <p>The Contractor firm may be responsible for obtaining a GPS (latitude and longitude) location of each project site and a before and after photograph of the site.</p> <p>The Contractor firm shall be responsible for maintaining a safe job site with operational employees thoroughly knowledgeable and properly trained in hazards associated with the removal of USTs and other intrusive site cleanup activities including, but not limited to, excavation, drilling, sampling, free product removal, and remediation system installation, operation, and maintenance. At a minimum this would include:</p>	
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<ul style="list-style-type: none"> • Obtain signed Right of Entry and Indemnity Agreement from property owner (See Attachment E). • Compliance with OSHA Health and Safety Standards - 29 CFR 1926/1910. • Compliance with federal and state regulations governing the proper storage, removal, transportation, and disposal of hazardous materials (liquids/sludges). • Compliance with state regulations which make it obligatory to report the release of petroleum products or hazardous materials. • Develop site safety plan and make it available for review by operational employees. • Instructions on methods to detect hazardous materials: atmospheric testing/sampling procedures. • Health hazards associated with exposure to hazardous materials. • Instruction for hazardous materials handling. • Personal protective gear. • Respirator training/respiratory protection. • Emergency response procedures • First Aid/CPR • Electrical hazards • Iowa One Call utility notification procedures and requirements 	
<p>Task 2: Quality Assurance Project Plans</p> <p>Description: The Contractor firm shall develop a quality assurance project plan that documents the type and quality of the data needed for environmental decisions and describe the methods for collecting and assessing those data. The quality assurance project plan must be available for review by DNR upon request. Guidance for preparation and plan requirements may be found:</p> <p>EPA Guidance for Quality Assurance Plans--- http://www.epa.gov/quality/qs-docs/g5-final.pdf</p> <p>EPA Requirements for Quality Assurance Project Plans-- http://www.epa.gov/quality/qs-docs/r5-final.pdf</p>	<p>No later than 30 days after contract execution.</p>

<p>Task 3: UST Closure</p> <p>Description: These activities shall be completed only when directed by DNR and costs are pre-approved by the DNR. <u>All permanent underground storage tank (UST) closures shall be conducted by an Iowa licensed UST remover.</u> A list of Iowa licensed UST removers may be found at:</p> <p>http://www.iowadnr.gov/portals/idnr/uploads/ust/proftankremovers.pdf?amp;tabid=668</p> <p>All permanent UST closures shall be conducted based on current DNR UST Closure guidance and forms. DNR UST Closure Guidance may be found at:</p> <p>http://www.iowadnr.gov/portals/idnr/uploads/ust/removalguide.pdf?amp;tabid=676</p> <p>DNR UST Closure Forms may be found at:</p> <p>http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/USTOwnersOperators/TankClosureInformation.aspx</p> <p><u>Tank/Piping Removal.</u> Complete the permanent closure of regulated USTS in compliance with DNR rules and guidance. Provide notification of intended UST closure activity by submitting DNR Form 542-1308 "Notification of Closure or Change-in-Service" to the DNR at least 30 days before closure activities begin. Internet link: http://www.iowadnr.gov/portals/idnr/uploads/forms/5421308.pdf?amp;tabid=676</p> <p>Secure local permits and notify local fire prevention departments. Conduct initial site work.</p> <ul style="list-style-type: none"> • Provide oral confirmation of closure date to the DNR field office 24 hours prior to actual closure to confirm the removal date. • Perform UST closure activities including proper removal and disposal of liquids and residues from the UST system; disconnect and remove all tank and piping fixtures; purge, clean, remove and dispose of the UST and piping; conduct organic vapor analysis and soil and groundwater sampling (Sampling activity must be supervised by a certified groundwater professional); ship samples (refrigerated and protected from freezing during shipment) to an Iowa certified laboratory within 72 hours of collection and instruct the laboratory to analyze for chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA); notify DNR if contamination is found; backfill and compact tank pit with inert clay/sand mixture, sand/bentonite mixture, 	<p>No later than 60 days after project assignment by DNR or other negotiated schedule.</p>
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<p>or comparable materials which will allow adequate compaction of reduced settlement (sand alone is not allowable); plug all temporary monitoring wells; restoration of surface (Contract will not cover the replacement of pavement or other hard surface materials such as concrete or asphalt. Class A road stone may be used to resurface.).</p> <ul style="list-style-type: none"> • Submit a copy of the closure confirmation report within 45 days of the tank and/or piping removal. Oxygenates MTBE, EDB and 1,2-DCA will be included in the Closure Report in separate spreadsheets (See Attachments I, J and K). <p><u>Tank/Piping Filling in Place.</u> Complete the permanent closure of regulated USTS by Filling in Place in compliance with DNR rules and guidance. Provide notification of intended Tank/Piping Filling in Place activity by submitting DNR Form 542-1308 "Notification of Closure or Change-in-Service" (indicate <i>Fill In Place</i> on the form) to the DNR at least 30 days before closure activities begin. Internet link: http://www.iowadnr.gov/portals/idnr/uploads/forms/5421308.pdf?amp;tabid=676 UST systems must be physically impossible to remove or impair major structures before the department approves "filling in place" activities. Piping should be removed if possible or completely filled with mortar or concrete.</p> <ul style="list-style-type: none"> • Provide oral confirmation of closure activities to the DNR field office 24 hours prior to actual sampling or filling in place procedures. • Properly remove and dispose of liquids and residues from the UST system; disconnect and remove all tank and piping fixtures; purge and clean the UST; conduct sampling activity of soil and groundwater (Sampling activity must be supervised by a certified groundwater professional.); ship samples (refrigerated and protected from freezing during shipment) to an Iowa certified laboratory within 72 hours of collection and instruct the laboratory to analyze for chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA); notify DNR if contamination is found; if approved by department, fill tank with inert material; plug all temporary monitoring wells; restoration of surface (contract will not cover the replacement of concrete or asphalt. Class A stone may be used to resurface.). • Submit closure report within 45 days of filling in place. 	
<p>Task 4: Tier 1 Site Assessment</p> <p>Description: Complete a Tier 1 site assessment and submit a report in accordance with DNR rules and</p>	<p>No later than 90 days after project assignment by DNR.</p>

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<p>guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments I, J and K). These activities will be completed only when directed by DNR and costs are pre-approved by the DNR. See DNR website for Tier 1 Site Assessment guidance, software, documents and forms at: http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTSiteAssessment/Tier1.aspx</p>	
<p>Task 5: Tier 2 Site Assessment</p> <p>Description: Complete Tier 2 site assessment and submit a report to the DNR in accordance with Chapter 567--135.10(455B) and Tier 2 site assessment guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments I, J and K). These activities will be completed only when directed by DNR and costs are pre-approved by the DNR. See DNR website for Tier 2 Site Assessment guidance, software, documents and forms at: http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTSiteAssessment/Tier2.aspx</p>	<p>No later than 180 days after project assignment by DNR.</p>

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<p>Task 6: Tier 3 Site Assessment</p> <p>Description: Complete a Tier 3 site assessment and submit a report to the DNR in accordance with Chapter 567—135.11(455B) and Tier 3 site assessment guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1,2-dichloroethane (1,2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments 1, J and K). These activities will be completed only when directed by DNR and costs are pre-approved by DNR. See DNR website for Tier 3 Site Assessment guidance, software, documents and forms at:</p> <p>http://www.iowadnr.gov/InsideDNR/RegulatoryLand/UndergroundStorageTanks/LeakingUndergroundTanks/LUSTSiteAssessment/Tier3RBCA.aspx</p> <p>Prior to conducting Tier 3 site assessment activities, the Contractor shall prepare and submit a Tier 3 Work Plan that includes an evaluation of site specific conditions which justify the use of a Tier 3 assessment and a description of the type of work or assessment activities to be conducted.</p>	<p>No later than 180 days after project assignment by DNR or within a reasonable time designated by DNR.</p> <p>No later than 60 days after project assignment by DNR (must be completed before Tier 3 Assessment Report).</p>
<p>Task 7: Corrective Action</p> <p>Description: Design and implementation of soil and groundwater remediation systems as provided in 567 IAC 135.12 will be completed only when directed by DNR and costs are pre-approved by the DNR. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments I, J and K). These activities may be completed under a separate contract when applicable. The corrective action may include but is not limited to the following activities:</p> <p><u>Soil excavation activities:</u></p> <ul style="list-style-type: none"> Complete DNR approved soil excavation in accordance with Chapter 567--135.12(11) an guidance and submit an excavation report within 45 days. <p><u>Corrective Action Design Report</u></p> <ul style="list-style-type: none"> Prepare a Corrective Action Design Report and submit the report to the DNR in accordance with Chapter 567--135.12(455B). See DNR website for CADR Guidance at: <p>http://www.iowadnr.gov/InsideDNR/RegulatoryLand/</p>	<p>Timeline is project- / activity-specific: To be determined.</p>

<p>UndergroundStorageTanks/LeakingUndergroundTanks/LUSTCorrectiveAction.aspx</p> <p><u>Free Product Recovery</u></p> <ul style="list-style-type: none"> • Conduct free product recovery and reporting activities when appropriate in accordance with Chapter 567--135.7(5) • Initiate free product removal, assess the extent of product present, and submit a Free Product Recovery Assessment Report (FPRAR). FPRARs which propose removal systems other than hand bailing or passive skimming systems must be completed and submitted in a format consistent with the department's Corrective Action Design Report. <p><u>Receptor Removal and Replacement</u></p> <ul style="list-style-type: none"> • Removal of plastic water lines and replacement with iron in accordance with DNR rules and guidance. • Removal, plugging and replacement of private drinking and non-drinking water wells and public water wells in accordance with DNR rules and guidance. See private well rules in chapters 567 IAC 38, 39 & 49 as well as public water well rules in 567 IAC 43.3(7). <p><u>Institutional Control or Environmental Covenant</u></p> <ul style="list-style-type: none"> • Provide the necessary documentation and obtain certification letters to support use of a local ordinance as an institution control as directed by DNR. • Conduct all activities, subject to land owner approval, necessary to obtain and file an environmental covenant (EC) for the property as directed by DNR. Contractor shall be responsible for preparing the EC, filing the EC with the appropriate county recorder's office, and providing DNR with filed copy of the EC. 	
<p>Task 8: Site Monitoring</p> <p>Description: These activities will be completed only when directed by DNR and costs are pre-approved by the DNR.</p> <p>Complete site monitoring activities when appropriate in accordance with Chapter 567--135.8. Conduct sample analyses and submit a Site Monitoring Report. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). Oxygenates MTBE, EDB and 1,2-DCA will be reported in separate spreadsheets (See Attachments I, J and K).</p>	<p>Timeline is project- /activity-specific: To be determined.</p>

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<p>Task 9: Monthly Progress Reports</p> <p>Description: The Contractor will be required to submit one monthly progress report to DNR on the first day of each month for the duration of the contract. Contractor shall use the Monthly Progress Report Example in Attachment H. The reports shall include information regarding each specific site and all activities included in the LUST Trust Fund Project for which they have been selected, the status and budgets of work completed and/or pending. Reports shall include the following elements:</p> <p>a. The total amount of funds obligated to the Contractor during the Reporting Period;</p> <p>b. The amount of funds that were invoiced by the Contractor during the Reporting Period;</p> <p>c. A detailed list of all projects or activities for which funds were expended or obligated, including:</p> <ul style="list-style-type: none">• the name of the project or activity;• a description of the project or activity;• an evaluation of the completion status of the project or activity; and <p>d. Any other information reasonably requested by the State of Iowa or required by state or federal law or regulation.</p>	<p>No later than the first day of each month for the duration of the contract.</p>
<p>Task 10: No Further Action Certificate</p> <p>Description: Contractor shall conduct all activities to obtain and file No Further Action Certificates as directed by DNR. Contractor shall be responsible for obtaining proper legal description and providing to DNR, obtaining No Further Action Certificate, and filing the certificate with the appropriate county recorder's office.</p>	<p>No later than 30 days after DNR accepts and approves No Action Required (NAR) site status.</p>

<p>Task 11: Equipment</p> <p>Description All equipment acquired by the Contractor under this contract shall be the property of the state of Iowa. All equipment purchases proposed by the Contractor which have a per unit cost greater than \$5,000, must have prior written approval by the DNR. Prior written approval shall be accomplished by the Contractor submitting a work plan and a specific budget to the DNR. The work plan and budget shall itemize all costs involved, including a detailed description of activities, approximate time to accomplish activities, staff time, photograph(s) of equipment, and the original cost of each piece of equipment to be purchased. DNR must then receive written approval of equipment purchases which have a per unit cost greater than \$5,000 from EPA. After DNR receives approval from EPA, DNR will provide the Contractor with written approval for the purchase.</p> <p>Contractor shall contact the DNR for prior written approval for decommission/disposition of equipment. Prior written approval shall be accomplished by the Contractor by submitting a work plan and a specific budget to the DNR. The work plan and budget shall itemize all costs involved, including a detailed description of activities, approximate time to accomplish activities, project management/staff time, photograph(s) of equipment, and the original cost of each piece of equipment to be decommission/disposed. DNR must receive written approval from EPA regarding the decommission/disposal of all equipment with a per unit cost greater than \$5,000. After the DNR receives approval and disposition instructions from EPA and approves the work plan and budget submitted by the Contractor, the Contractor shall commence the decommission/disposition of the equipment.</p>	<p>Timeline is project- / activity-specific: To be determined.</p> <p>Contractor shall contact DNR for prior written approval for decommission/disposition of equipment no later than 30 days after completion of project.</p>
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5.2 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Statement of Work described in this Contract during the term of this Contract.

5.3 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

5.4 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.5 Amendments to Statement of Work – Change Order Procedure. Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:

5.5.1 Written Request. DNR shall specify in writing the desired modifications to the same degree of specificity as in the original Statement of Work.

5.5.2 The Contractor's Response. The Contractor shall submit to DNR a time and cost estimate for the requested Change Order within five business days of receiving the Change Order request.

5.5.3 Acceptance of the Contractor Estimate. If DNR accepts the estimate presented by the Contractor within five business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract.

5.5.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resource or Environmental Protection Commission.

5.6 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by DNR, are incorporated into this Contract by this reference: (1) the Contractor's Technical Proposal dated [Contractor Technical Proposal Submittal Date](#) submitted in response to the RFP, attached as Exhibit A; and (2) the Request for Proposal issued on November 10, 2011 and written responses to bidders' questions (collectively referred to as the RFP), attached as Exhibit B and the Contractor's Cost Proposal dated [Contractor Cost Proposal Date](#), attached as Exhibit C.

5.7 Preference. In the case of any inconsistency or conflict between the provisions of this document (including all related schedules and Statements of Work), the RFP or the Contractor's Technical and Cost Proposals, the inconsistency or conflict shall be resolved as follows: first, by giving preference to the provisions of this document (including any Statements of Work); second, by giving preference to the provisions of the Technical and Cost Proposals; and third, by giving preference to the provisions of the RFP.

5.9 Subcontracts. The Contractor shall submit to DNR a draft copy of each subcontract which it intends to enter into with subcontractors for prior review and approval by the DNR. DNR may also provide the Contractor with standard language that shall be included in each subcontract.

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by this contract shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as specifically authorized by DNR during the performance of this contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of DNR.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract by Contractor and shall be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet monthly to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call, at the following times: second Tuesday of each month at 1:30 pm. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Monthly Progress Reports. Prior to each review meeting, the Contractor Project Manager shall provide a Monthly Progress Report based on Task 9 of the Statement of Work and utilizing the format in Attachment H and listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or Deliverables produced during the previous period,
- An updated schedule of upcoming Deliverables,
- Any problems or concerns encountered since the last meeting, and
- An explanation of any deviations from the financial and hourly expenditures contained in the Contractor's Cost Proposal of [Contractor Proposal Submittal Date](#), attached hereto as Exhibit C.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR and Federal Government right to review and observe. DNR and the Federal Government shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, and where federal funds are involved, the Comptroller General of the United States, U.S. EPA Inspector General, U.S. EPA Representative or any other authorized representative of the United States government, without cost, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is the Leaking Underground Storage Tank Trust Fund Program, 66.805 CFDA.

7.2 Not-To-Exceed Total Amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$100,000. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract. This Contract shall not guarantee any minimum usage of Contractor's services or guarantee any minimum compensation to be paid to Contractor.

In the event that DNR elects to extend this Contract, payment for work performed by Contractor shall not exceed \$100,000 per 1 year extension. The total amount of this contract, including all potential extensions, shall not exceed \$600,000.

7.3 Retained Amount. DNR shall retain ten percent of the compensation associated with this Contract to secure the Contractor's performance under this Contract. The retained amount shall be payable only upon DNR's issuance of a written Final Notice of Acceptance.

7.4 Final Notice Acceptance. If DNR concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all Deliverables required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance.

7.5 Budget. The budget for this Contract shall be determined on the following schedule of Contract Unit Prices which is based on the Cost Proposal prepared for this Contract by the Contractor dated (place date here) attached as Contract Exhibit C.

Assumptions:

7.5.1 The Contract Unit Prices are established based on the Cost Proposal prepared by the Contractor, dated (place date here) and any other revised cost proposal approved by DNR as provided above.

7.5.2 It is the intent of the parties that the Contract Unit Prices and any revised Contract Unit Prices will serve as a basis for selection and assignment of projects to the Contractor and negotiation of site specific project costs. It is the intent of the parties that to the extent unit prices are applicable to a site specific scope of work, they will be considered as not to exceed prices. The DNR reserves sole discretion to negotiate final cost terms and conditions on a site specific basis and reject proposed Contractor budgets.

7.5.3 Change orders for work items not anticipated in the Schedule of Contract Unit Prices shall be negotiated in advance in accordance with applicable unit prices established in the Contractor's Cost Proposal for project dated (place date here) and any other revised cost proposal approved by the DNR as provided above.

7.5.4 The Work Proposal and proposed cost for each task should be submitted to the DNR Project Manager prior to beginning any of those activities on a site-specific basis. Only those activities and costs pre-approved will be reimbursed upon proper completion of the activities.

7.6 Submission of Invoices. The Contractor shall submit invoices for payment based upon each work proposal utilizing the invoice format in Attachment G. The Contractor shall submit, on a monthly basis, invoice(s) for all services rendered within 30 days of work completion in accordance with this Contract. Each invoice shall itemize the work performed pursuant to the Contract and shall be based upon each DNR pre-approved work proposal. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to:

**Iowa Department of Natural Resources
Attention: Tammy Vander Bloemen, DNR Project Manager
Underground Storage Tank Section
502 East 9th Street
Des Moines, Iowa 50313-0034**

7.7 Work Plan, Budgets and Work Proposals. The Department retains sole discretion to determine the process and criteria for selecting contractors, assigning sites and projects and determining acceptable project costs, unit pricing and other terms and conditions. Project assignment and selection of contractors for specific sites and projects may include but is not limited to direct assignment of sites and projects to the Contractor or may include the solicitation of competitive bids and budgets between contractors who have been awarded contracts under the RFP.

Following DNR assignment of a site project to the Contractor and prior to initiating any service work at the project site, the Contractor shall submit a site specific Work Plan and Budget for approval by the DNR Project Manager. The Work Plan and Budget shall describe all proposed

RFP Attachment 14 – CONTRACT SPECIAL CONDITIONS

work tasks and all associated itemized costs based on the approved itemized costs for tasks in 7.5 Budget. Separate Work Proposals shall be submitted for each phase of the site project.

The Contractor shall not begin work until the DNR Project Manager has approved the Work Plan; Budget and the Work Proposal. Work Proposal format is contained in Attachment F.

7.7 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

Contractor Name
Attention: Contractor Project Manager Name
Contractor Address

7.8 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.9 Delay of Payment Due to Contractor's Failure. If DNR determines that the Contractor has failed to perform or deliver any Deliverable required by this Contract, then the Contractor shall not be entitled to any compensation or any further compensation if compensation has already occurred, under this Contract until such Deliverable is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the Deliverable that was not completed, delivered and successfully deployed.

7.10 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.11 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State any sum (including any State taxes in arrears) under the terms of this Contract, any other contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.12 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract or in a Change Order executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.13 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.14 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the

RFP Attachment 14 – CONTRACT SPECIAL CONDITIONS

parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

Attachment A
LUST Trust Fund Program Specific Terms and Conditions for Federally-Funded Contracts

1. Trafficking Victim Protection Act of 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provision applies to this contract:

Prohibition Statement – The Contractor, the contractor's employees, subcontractors under this contract and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the award is in effect; or use force labor in the performance of the contract or subcontracts under this contract.

2. Informal Dispute Resolution

The DNR and the Contractor may negotiate contract-specific dispute resolution procedures.

3. Litigation Responsibilities

It is anticipated the Contractor may be called upon to provide factual and expert testimony on behalf of the state, U.S. Government or political subdivisions of the state in administrative procedures or lawsuits regarding the services under this contract. The Contractor will be required to agree to provide consultants and serve as trial witness on issues relating to the subject matter of the contract. Although this work is not included in the Statement of Work of this contract, the hourly rate for such work shall be the same as for the other work carried out under the contract. Certain reports or other work may be undertaken at the direction of US Government or state attorneys. Such work shall constitute trial preparation and may not be disclosed without the prior consent of those attorneys.

Attachment B Bonding Clause

B.1 Performance Bond. The Contractor shall post a performance bond in an amount equal to one-hundred percent (100%) of the Contract Sum and provide three copies of the bond to the DNR within (10) days of execution of this contract. The Contractor shall pay the cost of the bond. The Performance Bond shall cover the faithful performance of the contract. The bond shall be in a form provided in Attachment C. The bond shall be written by an insurance/surety company authorized by the commissioner of the insurance division of the Iowa Department of Commerce, state of Iowa to conduct business in Iowa and that is acceptable to the DNR. The bond shall be in effect all times during the term of this contract and any extensions or renewals thereof and for one (1) year following the conclusion of the contract. The Contractor warrants that it will maintain the required performance bond coverage as described herein without any lapse in coverage. A lapse of the bond will be a material breach of the contract and shall be considered cause for the DNR to declare the contractor in default under this contract.

In the event that the Contractor or any subcontractor or any officer, director, employee or agent of the Contractor or any subcontractor or any parent or subsidiary corporation of the Contractor or any subcontractor fails to fully and faithfully perform each material requirement of this contract, including without limitation to the Contractor's obligation to indemnify the DNR and pay damages to the DNR, and after Contractor and bonding company have been given an opportunity to cure, the performance bond shall be forfeited to the DNR.

B.2 Payment Bond. The Contractor shall post a payment bond in an amount equal to one-hundred percent (100%) of the Contract Sum and provide three copies of the bond to the DNR within (10) days of execution of this contract. The Contractor shall pay the cost of the bond. The payment bond shall cover all bills, labor, equipment and materials and the payment of all obligations thereunder. The bond shall be in a form provided in Attachment D. The bond shall be written by an insurance/surety company authorized by the commissioner of the insurance division of the Iowa Department of Commerce, state of Iowa to conduct business in Iowa and that is acceptable to the DNR. The bond shall be in effect all times during the term of this contract and any extensions or renewals thereof and for one (1) year following the conclusion of the contract. The Contractor warrants that it will maintain the required payment bond coverage as described herein without any lapse in coverage. A lapse of the bond will be a material breach of the contract and shall be considered cause for the DNR to declare the contractor in default under this contract.

In the event that the Contractor or any subcontractor or any officer, director, employee or agent of the Contractor or any subcontractor or any parent or subsidiary corporation of the Contractor or any subcontractor fails to fully and faithfully perform each material requirement of this contract, including without limitation to the Contractor's obligation to indemnify the DNR and pay damages to the DNR, and after Contractor and bonding company have been given an opportunity to cure, the payment bond shall be forfeited to the DNR.

Attachment C

PERFORMANCE BOND

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
of _____ as PRINCIPAL,
and _____
of _____ as SURETY(S),
are hereby held and firmly bound unto the state of Iowa in the penal sum of:

_____ Dollars \$
for the payment, whereof, the said PRINCIPAL and SURETY(S) bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered a certain contract, hereto
attached, and made part, hereof to the state of Iowa, acting by and through the Iowa Department of Natural
Resources, hereinafter called the DEPARTMENT,

Dated _____ for the _____
at _____ in _____ County, Iowa.

NOW THEREFORE,

the conditions of this obligation are such that, if the PRINCIPAL, shall faithfully perform the contract in
accordance with the plans, specifications and contract documents, and shall fully indemnify and save
harmless the state of Iowa from all cost and damage which the state of Iowa may suffer by reason of the
PRINCIPAL's default or failure to do so and shall fully reimburse and repay the state of Iowa all outlay and
expenses which the state of Iowa may incur in making good any such default, then this obligation shall be
null and void, otherwise it shall remain in force and effect.

In the event that the PRINCIPAL is in default under this contract as defined herein, the DEPARTMENT
shall by written notice inform the PRINCIPAL that this contract is in default. And may, at its option, without
process or action at law:

1. Take over all or any portion of the work and complete it either by day labor or reletting the work.
The DEPARTMENT may retain all material, equipment and tools on the work, at a rental which it
considers reasonable, until the work has been completed.
2. Allow the surety to take over the work within fifteen (15) days and assume completion of said
contract and become entitled to the balance of the contract price.
3. Allow the PRINCIPAL to complete the contract.

As required by Chapter 573 of the Code of Iowa.

1. The PRINCIPAL SURETY(S) on this bond hereby agree to pay all persons, firms or corporations
having contracts directly with the PRINCIPAL or with subcontractors, all just claims due them for
labor performed or material furnished, in the performance of the contract on account of which this
bond is given, when the same are not satisfied out of the portion of the contract price shall have
been established as provided by law.

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2. Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notices:
- a. To any extension of time to the contractor in which to perform the contract.
 - b. To any change in the plans, specifications, or contract, when such changes does not involve an increase of more than 20 percent of the total contract price, and then only as to such excess increase.
 - c. That no provision of this bond or any other contract shall be valid which limits less than one year from the time of the acceptance of the work, the right to sue on this bond for defect in workmanship or material not discovered or known to the DEPARTMENT at the time such work was accepted.

No provision of this bond or any other contract shall be valid which limits to less than five years after the acceptance of the work, the right to sue on this bond for defects in workmanship or material in connection with paving or concrete work.

IN WITNESS WHEREOF,

the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name _____ and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL:

By _____

SURETY:

By _____

If a partnership all partners must sign.

This bond approved by the Iowa Department of Natural Resources this _____ day of _____, 20 _____

By _____
Director

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Attachment D

EPA PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter Called the Principal
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

and _____
(Name of Surety)

(Address of Surety)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called the Surety or Sureties, are held and firmly bond unto:

(Name of Owner)

(Address of Owner)

hereinafter called the Owner, in the penal sum of

_____ Dollars (\$ _____),

In the lawful money of the United States, for the payment of which a sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the Owner, dated the _____ day of _____, 20 _____

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the

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prosecution of the WORK provided for in such a contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Payment Bond

PROVIDED, FURTHER, that the said surety or sureties for the value received hereby stipulate(s) and agree(s) that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20 ____.

Surety Countersigned by: PRINCIPAL _____
Contractor

_____ Signature of the Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code of 1989. (Required only if Attorney-in-Fact is not also an Iowa Resident)	BY _____ Signature _____ Title
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

_____ Name of Iowa Resident Commission Agent	_____ Surety Company
-------------------------------------------------	-------------------------

_____ Company Name	_____ Signature of Attorney-in-Fact
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_____ Company Address	_____ Name of Attorney-in-Fact
--------------------------	-----------------------------------

_____ (Including Zip Code)	_____ Company Name
-------------------------------	-----------------------

_____ Company Telephone Number	_____ Company Address
-----------------------------------	--------------------------

_____	_____ (Including Zip Code)
-------	-------------------------------

Company Telephone Number

Note: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Attachment E

IOWA DEPARTMENT OF NATURAL RESOURCES
RIGHT OF ENTRY AND INDEMNITY AGREEMENT

This **Agreement** is made this _____ day of _____, 20____, by and between _____ (“**Property Owner**”), and _____ (“**The Contractor**”) (jointly the “**Parties**”).

The Iowa Department of Natural Resources (“**DNR**”) has entered into a contract (“**Contract**”) with **The Contractor** to conduct certain environmental corrective action at the underground storage tank (UST) site located at _____, Iowa (the “**Property**”) and identified by **DNR** Registration No. _____ and **DNR** LUST No. _____.

This corrective action may involve the removal of USTS, excavation of soil and surface covering, the placement of temporary boreholes and permanent groundwater monitoring wells, periodic onsite sampling of soil and groundwater and other remedial action. The **Parties** wish to establish reasonable terms for access to the **Property**, now and in the future.

The **Parties**, for valuable consideration, agree to the following:

1. **Property Owner** is an owner of the **Property** and authorized to grant access to the real estate as provided in this agreement.
2. **Property Owner** agrees to allow **The Contractor** , it agents, employees and assigns, the right to enter the **Property** for the purpose of permanently closing USTS by removal or filling in place and completing a Tier 1 and/or Tier 2 site assessment in accordance with **DNR** administrative rules contained in Chapter 567 IAC 135 and the **Contract**. This corrective action may include periodic soil and groundwater sampling, soil and surface covering removal, the placement of temporary boreholes and permanent groundwater monitoring wells and other corrective action as directed by the **DNR** .
3. **The Contractor** agrees to provide the **Property Owner** reasonable notice in advance of entry to the **Property** and a reasonable description of the actions to be taken on the **Property**.
4. **The Contractor** agrees to reasonably restore the property to the condition immediately prior to entry. If concrete is required to be removed in the course of removing USTS and associated piping and equipment, **The Contractor** agrees to replace the concrete with gravel.
5. **The Contractor** agrees to indemnify the **Property Owner** for all claims, losses, damages or reasonable expenses to the extent they arise out of the performance of activities by **The Contractor**, its agents, employees and assigns conducted on the **Property**.
6. This **Agreement** is effective upon execution by all parties. This **Agreement** shall terminate upon written notice from the **DNR** that **The Contractor** has completed its obligations for corrective action at the **Property** as provided in the **Contract**.

Property Owner

Dated this ____ day of _____, 20____.

Project Manager
(Name of Contractor)

Dated this ____ day of _____, 20____.

Attachment F

WORK PROPOSAL

DNR CONTRACT NO. _____
LUST TRUST FUND PROJECT

Contractor Name: _____

Signature of Contractor Contact Person: _____

Telephone Number of Contractor Contact: _____

DNR Registration Number: _____ DNR LUST Number: _____

UST Address and City: _____

Property Owner: _____

Date Prepared: _____

WORK TASK DESCRIPTION*	UNITS	QTY	UNIT PRICE	Subtotal
(Examples: mobilization	lump sum	1	\$250.00	\$250.00)
(CADR Report	each	1	\$900.00	\$900.00)

TOTAL COST:

\$

Above tasks will be performed according to the terms, conditions and costs outlined in the DNR Contract Number noted above.

DNR Project Manager

Acceptance Date

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Attachment G

INVOICE NUMBER _____

DNR CONTRACT NO. _____

LUST TRUST FUND PROJECT

Contractor Name: _____

Signature of Contractor Contact Person: _____

Telephone Number of Contractor Contact: _____

DNR Registration Number: _____ DNR LUST Number: _____

UST Address and City: _____

Property Owner: _____

Date Prepared: _____

WORK TASK DESCRIPTION*	UNITS	QTY	UNIT PRICE	Subtotal
(Examples: mobilization	lump sum	1	\$250.00	\$250.00)
(CADR Report	each	1	\$900.00	\$900.00)

TOTAL COST: \$

Above tasks have been performed according to the terms, conditions and costs outlined in the DNR Contract Number noted above.

DNR Project Manager

Acceptance Date

Elaine R. Douskey, DNR Supervisor

Acceptance Date

Attachment H
Contractor Monthly Progress Report
Example

This form is to be used by contractors who complete work associated with the LUST Trust Fund Project. This form must be completed and submitted to the IDNR by the first business day of every month for the duration of the contract.

September 2011 Status Report

Company Name: Company One Services, Inc.

Project Descriptions:

List LUST number(s), site name, location (street address and city) and a brief description of project activities conducted for the month at each site.

General Project Management

Reviewed invoices and costs for all projects. Prepared invoice for Menlo project.

9LTL22, Former Walt's Service, 3rd St., Gravity

No Activity.

7LTV96, Former Sidney DX, 501 & 505 Filmore, Sidney

Product sample ID results and product recovery information reported to DNR project manager via E-mail. Received and reviewed DNR review accepting low risk classification.

8LTY48, Former Rolfe Service, 503 Garfield St., Rolfe

No Activity.

8LTK06, Former D & D Tire, 104 Main Street, Persia

No Activity.

8LTN25, Barrett's Superette, 1691 Pinewood Avenue, Menlo

No action Required (NAR) certificate recorded with Adair County.

Monies Obligated This Month: \$ _____

Monies Invoiced This Month: \$ _____

RFP Attachment 14 – CONTRACT SPECIAL CONDITIONS

**Attachment I
MTBE Report Example**

LUST #	Site Name	Site City	Monitoring Event	Sample ID	Sample Date (mm/dd/yyyy)	Ground Surface Elevation (feet ASL)	Soil Sample Elevation (feet ASL)	Static Water Level (feet ASL)	MTBE Soil (mg/kg)	MTBE Groundwater (ug/L)	Comments
7LTE40	Dell Oil	Indianola	SMR	MW 4	9/30/1999	964.29		956.09		66	
7LTE40	Dell Oil	Indianola	SMR	MW 5	9/30/1999	964.41		956.41		795	
7LTE40	Dell Oil	Indianola	SMR	MW 214	9/30/1999	965.60		956.46		12	

Parameter	Matrix	Method*	Reporting/Detection Limits
MTBE	Soil	OA1 (GC/MS) or 8260B	15 mg/kg
MTBE	Groundwater	OA1 (GC/MS) or 8260B	15 ug/L
MTBE	Drinking Water**	OA1 (GC/MS) or 8260B	15 ug/L

*The contractor may use an alternative analytical method as long as the method is capable of meeting designated reporting/detection limit.

**Drinking water includes plastic water line samples and samples from drinking water wells or other drinking water sources.

RFP Attachment 14 – CONTRACT SPECIAL CONDITIONS

**Attachment J
EDB Report Example**

LUST #	Site Name	Site City	Monitoring Event	Sample ID	Sample Date (mm/dd/yyyy)	Ground Surface Elevation (feet ASL)	Soil Sample Elevation (feet ASL)	Static Water Level (feet ASL)	EDB Soil (mg/kg)	EDB Groundwater (ug/L)	Comments
7LTE40	Dell Oil	Indianola	SMR	MW 4	9/30/1999	964.29		956.09		66	
7LTE40	Dell Oil	Indianola	SMR	MW 5	9/30/1999	964.41		956.41		795	
7LTE40	Dell Oil	Indianola	SMR	MW 214	9/30/1999	965.60		956.46		12	

Parameter	Matrix	Method*	Reporting/Detection Limits
EDB	Soil	8260	10 mg/kg
EDB	Groundwater	524.2 or 624	5 ug/L
EDB	Drinking Water**	504.1	0.02 ug/L

*The contractor may use an alternative analytical method as long as the method is capable of meeting designated reporting/detection limit.

**Drinking water includes plastic water line samples and samples from drinking water wells or other drinking water sources.

RFP Attachment 14 – CONTRACT SPECIAL CONDITIONS

**Attachment K
1,2-DCA Report Example**

LUST #	Site Name	Site City	Monitoring Event	Sample ID	Sample Date (mm/dd/yyyy)	Ground Surface Elevation (feet ASL)	Soil Sample Elevation (feet ASL)	Static Water Level (feet ASL)	1,2-DCA Soil (mg/kg)	1,2-DCA Groundwater (ug/L)	Comments
7LTE40	Dell Oil	Indianola	SMR	MW 4	9/30/1999	964.29		956.09		66	
7LTE40	Dell Oil	Indianola	SMR	MW 5	9/30/1999	964.41		956.41		795	
7LTE40	Dell Oil	Indianola	SMR	MW 214	9/30/1999	965.60		956.46		12	

Parameter	Matrix	Method*	Reporting/Detection Limits
1,2-DCA	Soil	8260	25 mg/kg
1,2-DCA	Groundwater	524.2 or 624	5 ug/L
1,2-DCA	Drinking Water**	524.2	0.5 ug/L

*The contractor may use an alternative analytical method as long as the method is capable of meeting designated reporting/detection limit.

**Drinking water includes plastic water line samples and samples from drinking water wells or other drinking water sources.

RFP Attachment 14 – CONTRACT SPECIAL CONDITIONS